# JESSE M. GOODE

ATTORNEY AT LAW
571 SAVANNAH HIGHWAY, SUITE 4
CHARLESTON, S.C. 29407
www.jessegoodelaw.com

242059

LAW OFFICE OF JESSE GOODE, LLC JESSE@JESSEGOODELAW.COM

TEL. (843) 754-7811 FAX (843) 647-7912

March 4, 2013

Public Service Commission of South Carolina

Attn: Clerk's Office Post Office Drawer 11649 Columbia, SC 29211

RE:

Amended Application of Go Smooth, LLC d/b/a Smooth Move for a Class E

(Household Goods) Certificate of Public Convenience and Necessity for Operation

of Motor Vehicle Carrier. Docket No.: 2012-399-T

Dear Sir or Madam:

Enclosed for filing please find the Amended Application and attached Exhibits of Go Smooth, LLC d/b/a Smooth Move for a Class E (Household Goods) Certificate of Public Convenience and Necessity for Operation of Motor Vehicle Carrier in connection with the above referenced matter. By copy of this letter, I am serving all parties of record.

Thank you for your time and consideration regarding this matter. If any additional information is necessary, please do not hesitate to contact me.

With kindest regards, I am

Sincerely,

La Goode

MAR 0 5 20

PSC SC CLEEK'S OFFICE

Enclosures – as stated

ec:

Shannon Bowyer Hudson, Esq., ORS

George Parker, ORS Mr. Bradley Hauss

STATE OF SOUTH CAROLINA	BEFORE THE
(Caption of Case)  Example: Application for a Class C Charter Certificate from	PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA
John Doe dba Doe's Limo	) TRANSPORTATION COVER SHEET
Application for a Class E Charter Certificate from Go Smooth Move, LLC dba Smooth Move (Amended)	) DOCKET ) NUMBER: 2012 _ 399 _ T
	If this is your first time filing an application with the PSC, you will not have a Docket Number. The Commission will assign one to you. If you have filed with the Commission before, a Docket Number was assigned and should be entered above.
(Please type or print) BRADLEY G HAUSS Submitted by:	Telephone: 803-517-2459
Address: PO BOX 60187	Fax:
N. CHARLESTON, SC 29419	_ Other:
NOTE: The cover sheet and information contained herein neither replias required by law. This form is required for use by the Public Service be filled out completely.	Email: BRAD@BERLINS.COM aces nor supplements the filing and service of pleadings or other papers e Commission of South Carolina for the purpose of docketing and must
<del></del>	N (Check all that apply)
Application - Class A/A Restricted	Request for Name Change on Certificate
Application - Class C Taxi	Request to Amend Scope of Authority
Application - Class C Charter	Request to Amend Tariff (rate increase, etc.)
Application - Class C Charter Bus	Request to Amend Passenger Limit
Application - Class C Non-Emergency	Request
Application - Class C Stretcher Van	Exhibit
Application - Class E Household Goods	Late-Filed Exhibit
Application - Class E Hazardous Waste	Letter
Application	Proposed Order
Request for Extension to Comply with Order	Publisher's Affidavit
Request for Order Granting Authority to Obtain a Certificat of Public Convenience and Necessity to be Rescinded	Reservation Letter Response
Request for Cancellation of Certificate	Return to Petition
Request for Suspension	Other: AMENDING
Request for Reinstatement	

If you have any questions about this form, please contact the PUBLIC SERVICE COMMISSION at 803-896-5100.

# PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA

# 101 Executive Center Drive, Suite 100

Columbia, South Carolina 29210

(Mailing address: Post Office Drawer 11649, Columbia, SC 29211)

Phone: (803) 896-5100

FAX: (803) 896-5199

# APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY FOR OPERATION OF MOTOR VEHICLE CARRIER

Select Class: (Check one)	Date: February 25, 2013
⊠ E (HHG) - Household Goods	
E (HAZ) - Hazardous Material	
IMPORTANT! If application is to amend scope of authority, a current before application will be accepted. If application is for a NEW CERTIFIC	annual report must be on file with the Commission CATE, do not submit annual report.
Check one:  New Application (Amended)	
Amended Scope of Authority	
Current Scope:	
(list counties) Amended Scope: (list counties)	
1. Name under which business is to be conducted (corporation, partnership	o, or sole proprietorship, with or without trade name.)
Go Smooth Move, LLC dba S	mooth Move
983 Harbortowne Road, Charles Street Address of Appl	ston, SC 29412
Po Box 60187, N. Charleston	n. SC 29419
Mailing Address of Applicant (if different	nt from street address)
803-517-2459	
Phone	FAX
brad@berlins.com	n
Email Address	

2. If the Applicant is an LLC or a corporation, a copy of the Certificate of Existence from the South Carolina Secretary of State and the Articles of Incorporation must be attached. (If incorporated outside of SC, attach South Carolina Secretary of State "Foreign Corporation" Certificate.)

. Select Entity Type: (Check	k one)	
Individual Owner/Solo	e Proprietorship	
☑ Partnership - List nan	nes and address of all person hi	aving an interest in the business.
	nes and addresses of two princi	
Bradley G Hauss - 983 Ha	rbortowne Road, Charleston, SC	29412
William A Horton - 983 H	arbortowne Road, Charleston, SC	29412
the strange of the st		
4. Applicant proposes to of	perate service as follows: (Che	ck one.)
<ul><li>Intrastate Only</li></ul>	<ul> <li>Interstate Only</li> </ul>	○ Both
E To annihonat contified to	orovide intrastate transportatio	on of household goods in another state: (Check one.)
Yes	• No	
**		The state is a small amount the the visites and
If yes, attach a letter from	m the regulatory agency in the sto	ate(s) stating applicant is in compliance with the rules and
regulations of sald state	иденсу.	
C. Har amplicant hope gony	leted of operating with no intr	astate household goods authority or failure to abide
by the rules and regulation other state? (Check one.)	ons pertaining to the intrastate	transportation of household goods in this state or any
() Yes	<ul><li>No</li></ul>	
If yes, list dates and nat	ure of convictions below.	
	are the state of t	
		de a flammand and analysis in this state or
<ol><li>Has applicant ever had a any other state? (Check)</li></ol>	certificate authorizing the trai one.)	nsportation of household goods revoked in this state or
() Yes	<ul><li>No</li></ul>	
•	ature of revocations below.	
th host was meson muses	armi a ng carampari ni na manata	

Applicant is financially able to furnish the services as specified in this application and submits the following statement of assets and liabilities.

# **BALANCE SHEET**

Balance at Time Application is Filed:

Month February Year 2013

Assets:	Within February 10th 2013
Cash	7,750
Receivables	
Real Estate	
Buildings and Equipment (Net)	
Motor Vehicles (Net)	6,395
Garage Equipment (Net)	
Machinery and Tools (Net)	400
Supplies on Hand	
Prepaids and Other Assets	1,075
Total Assets *	15,620
Liabilities and Equity:	
Accounts Payable	
Notes Payable	
Mortgages Payable	
Equipment Obligations	
Accrued Salaries and Wages	
Other Accrued Obligations	
Other Liabilities	
Total Liabilities	0
Capital Stock	17,658
Retained Earnings	(2,038)
Total Equity	15,620
Total Liabilities and Equity *	15,620

<sup>\*</sup> Total Assets = Total Liabilities and Equity

# PROPOSED RATES AND CHARGES FOR SERVICE

Proposed Rates and Charges (List only maximum charges per mile or trip, and/or hourly rate):

See attached document regarding Tariffs

# COMMODITIES TO BE TRANSPORTED AND AREA(S) TO BE SERVED

Commodities to be	l'ransported: (Check on	e)		
⊠ Household Goods, as defined in R103-210(1)				
☐ Hazardous Wastes, as defined in R103-210(2)				
Requested Scope of Authority: Check all counties in which you are requesting permission to operate. You will only be allowed to operate in those counties checked below. You may request "Statewide" authority if you intend to operate in all counties in South Carolina.				
Abbeville	Cherokee	Florence	Lee	Saluda
Aiken	Chester	Georgetown	Lexington	Spartanburg
Allendale	Chesterfield	Greenville	Marion	Sumter
Anderson	Clarendon	Greenwood	Marlboro	Union
Bamberg	Colleton	Hampton	McCormick	Williamsburg
Barnwell	Darlington	☐ Horry	Newberry	York
Beaufort	Dillon	Jasper	Oconee	
X Berkeley	□ Dorchester	Kershaw	Orangeburg	Statewide
Calhoun	Edgefield	Lancaster	Pickens	
	Tairfield	Laurens	Richland	
		4 of 10		

# DESCRIPTION OF EQUIPMENT

You are not required to own a vehicle to file an application. However, prior to being issued a certificate by ORS, you will be required to have obtained a vehicle.

MAKE	YEAR & MODEL	VIN#	EMPTY WEIGHT
GMC	2005 C7C042	1GDJ7C1C05F530172	10,000
	yyanining and y commission which which was simply recommended and all and a state of the commission of		
		A CONTRACTOR OF THE CONTRACTOR	

#### PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA POST OFFICE DRAWER 11649 COLUMBIA, SOUTH CAROLINA 29211

Applicant is familiar with the provision of S.C. Code Ann. §58-23-10, et seq.(1976), and amendments thereto, and R.103-100 through R.103-241 of the Commission's Rules and Regulations for Motor Carriers (Volume 26, S.C. Code Ann. Regs., 1976), and R.38-400 through R.38-503 of the Department of Public Safety's Rules and Regulations for Motor Carriers (Volume 23A, S.C. Code Ann., 1976) and amendments thereto, and hereby promises compliance therewith.

The Applicant for the Certificate of Public Convenience and Necessity as set forth in the foregoing, swear or affirm that all statements contained in the above application are true and correct.

Bradley J. Hause
Applicant's Signature

President/Owner

Title of Applicant (e.g. President, Owner, etc.)

STATE OF SOUTH CAROLINA

COUNTY OF Chorleston

SWORN TO BEFORE ME

This all day of 1000, 2012

Commission Expires 1 4 2020

# The State of South Carolina



# Office of Secretary of State Mark Hammond

# **Certificate of Existence**

I, Wark Hammond, Secretary of State of South Carolina Hereby certify that:

GO SMOOTH MOVE, LLC, A Limited Liability Company duly organized under the laws of the State of South Carolina on November 14th, 2012, with a duration that is at will, has as of this date filed all reports due this office, including its most recent annual report as required by section 33-44-211, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to section 33-44-809 of the South Carolina Code, and that the company has not filed a certificate of cancellation as of the date hereof.

Given under my Hand and the Great Seal of the State of South Carolina this 14th day of November, 2012

Mark Hammon Q

Mark Hammond, Scoretary of State

CERTIFIED TO BE A TRUE AND CORRECT COPY AS TAKEN FROM AND COMPARED WITH THE ORIGINAL ON FILE IN THIS OFFICE

Nov 14 2012

Marke Hammana

121114-0113 Filed: 11/14/2012
GO SMOOTH MOVE, LLC
Filing Fee: \$110.00 ORIG

## STATE OF SOUTH CAROLINA SECRETARY OF STATE

# ARTICLES OF ORGANIZATION FOR A LIMITED LIABILITY COMPANY

The undersigned delivers the following articles of organization to form a South Carolina limited liability company pursuant to Sections 33-44-202 and 33-44-203 of the South Carolina Code of Laws, as amended.

The	address of the initial designated office o	f the Limited Liability Company in S	South Carolina is
983 HARBORTOWNE RD			
Stroot	Address		
CHA	RLESTON SC	294124906	and the second section of the section of the second section of the sect
City	*	Zip Code	
The	initial agent for service of process of the	e Limited Liability Company is	
	dley G hauss	Electronically Signature not r	filed on SCBOS. equired.
Name	9	Signaturo	**************************************
983	the street address in South Carolina for HARBORTOWNE RD	this initial agent for service of proc	ess is
983			ess is
983 Straul	HARBORTOWNE RD	294124906	ess is
983 Straul	HARBORTOWNE RD		ess is
983 Sireol CHA	HARBORTOWNE RD	294124906 Zip Code	ess is
983 Street CHA City	HARBORTOWNE RD (Addross ARLESTON SC	294124906 Zip Code	ess is
983 Sireol CHA	HARBORTOWNE RD (Address  RLESTON SC  name and address of each organizer is	294124906 Zip Code	ess is
983 Street CHA City	HARBORTOWNE RD  ARLESTON SC  name and address of each organizer is  BRADLEY G HAUSS	294124906 Zip Code	ess is
983 Street CHA City	HARBORTOWNE RD  (Address  RLESTON SC  name and address of each organizer is  BRADLEY G HAUSS  Name	294124906 Zip Code	
983 Street CHA City	HARBORTOWNE RD (Address  RLESTON SC  name and address of each organizer is  BRADLEY G HAUSS  Name 983 HARBORTOWNE RD	294124906 Zip Code	ess is

	Name of Corporation
5.	Check this box if the company is to be a term company. If so, provide the term specified:
6.	Check this box only if management of the limited liability company is vested in a manager or managers. If this company is to be managed by managers, specify the name and address of each initial manager:
7.	Check this box if one or more of the members of the company are to be liable for its debte and obligations under section 33-44-303(c). If one or more members are so liable, specify which members, and for which debts, obligations or liablitles such members are liable in their capacity as members.
8.	Unless a delayed effective date is specified, these articles will be effective when endorsed for filing by the Secretary of State. Specify any delayed effective date and time:
9.	Set forth any other provisions not inconsistent with law which the organizers determine to include, including any provisions that are required or are permitted to be set forth in the limited liability company operating agreement.
10.	Signature of each organizer
	Electronically filed on SCBOS. Date 2012-11-14 Refer to attached signature page.

Page 1	TOP
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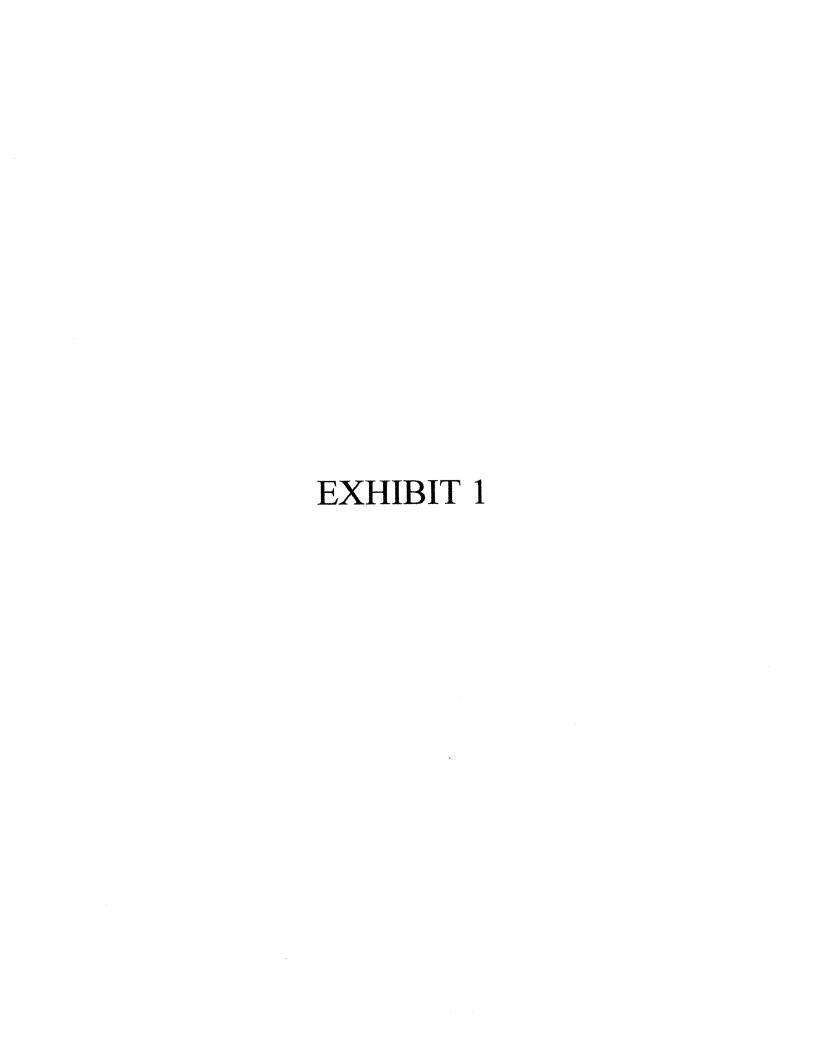
# Signature Page Attachment to South Carolina Business One Stop (SCBOS) for the State of South Carolina Secretary of State

This page must be completed, ecanned, and submitted as an attachment when filing on SCBOS.

Type of Filing: ARTICLES OF ORGANIZATION (Limited Liability Company)
As Of: November 14, 2012 10:17 AM

Name of Limited Liability Company	y:	
GO SMOOTH MOVE, LLC	a response communication of the state of the	lannana alla apara constitui de la productiva con septembra de la capita de la tractif
Signature of Each Organizer:	1	
BRADLEY G HAUSS	Bradley D. Spann	ومو و جديد فرود و مستودي سديد يه و مدود پارستان مواد مواد مدود مدود و مدود و و مدود مواد و مدود مواد و مد
Name	/ Signature	
November 14, 2012		About the statement of
Dale		

Upload this completed signature page through SCBOS using one of the following file formats only: Adobe PDF, GIF, or JPEG. Do not mall, email or fax this document to the Secretary of State's office.



GO SMOOTH MOVE, LLC

MOVER

DOT #2357653

Page 1 of 3

PSC# TBD **DBA: SMOOTH MOVE** PO BOX 60187 N. CHARLESTON, SC 29419 843-860-9717 DHOME: CUSTOMER NAME: Time Summery Time: MOVING FROM: АМРМ Start City State Address 0 Billabio Hours MOVING TO: State City Address Miloaga: OTHER STOPS: 0 State City Address Loss: 25 Miles -25 -25 \*\*\*Charges apply if > 0 Gillania Milosga (\$0 Other Instructions: Customer initials AMPM Moving Rate (per h VALUATION - CUSTOMER (SHIPPER) IS REQUIRED TO DECLARE IN WRITING THE RELEASED VALUE OF THE PROPERTY. THE AGREED OR DECLARED VALUE OF THE PROPERTY IS HEREBY SPECIFICALLY STATED BY THE CUSTOMER (SHIPPER) AND CONFIRMED BY THEIR SIGNATURE HEREON TO BE NOT EXCEEDING 80 CENTS PER POUND PER ARTICLE UNLESS SPECIFICALLY EXCEPTED. THE CUSTOMER (SHIPPER) HEREBY DECLARES VALUATIONS IN EXCESS OF THE ABOVE LIMITS ON THE FOLLOWING ARTICLES:

NO ADDITIONAL VALUATION PURCHASED DILLING SUMMARY Ext. Total Par Hr. # of Hours 75 2 Men 95 \$ a Men 30 Additional Mon Other Services\* SHIPPER-IMPORTANT-READ WHAT YOU ARE SIGNING Total Labor Charges \$ \*\*Other Services include packing/unpacking, delivery, and junk hauling VALUE which will be billed at \$30/h/hmm ARTICLE 85 \$ Truck Fee (Nillable Mileage (\$0.50/mile over 25 miles) Total Truck Foos \$ 85 (Each mayo subject to \$85 truck for plus \$0,50/milo over 25 miles) IMPORTANT (SIGN HERE BEFORE THE START OF ANY SERVICES): THE SHIPPEN, SUBJECT TO AND BASED ON THE RATES, RULES, REGULATIONS AND CONDITIONS IN THE CARRIERS LAWFULLY PUBLISHED TARRET HEREBY ORDERS THE CARRIER TO FURNISH TRANSPORTATION FACILITIES AND BERVICE DESCRIBED HEREBY SUBJECT TO ALL CONDITIONS HEREBY CONTAINED HIGGLIDED VALUATION AGREED OR OECLARED AND THE CONDITIONS CONTAINED ON PAGES 2 AND 3 OF THE BILL OF LADING WHICH ARE HEREBY AGREED TO BY THE SHIPPER AND ACCEPTED FOR HIMSELF AND HIS ASSIGNS. THE SHIPPER AGREED TO PAY THE CHARGES IN CASH, CHECK OR CREDIT CARD PRIOR TO COMPLETE DELIVERY. Supplies and Packing Meterials Sales Tax on Supplies Total Charge for Supplies/Materials \$ 85 GRAND TOTAL \$ LESS: ADVANCE DEPOSIT 86 BALANCE DUE \$ CUSTOMER: \_ DELIVERY RECEIPT (Except as specifically and/or said heren all services and MOVER: erticles received in good condition.) CUSTOMER BY: \*\*\*Also see Terms and Conditions attached hereto this Bill of Lading\*\*\* PAYMENT RECEIPT

SEC. I (A) THE CARRIER OR PARTY IN POSSESSION OF ANY OF THE PROPERTY HEREIN DESCRIBED SHALL BE LIABLE AS AT A COMMON LAW FOR ANY LOSS THEREOF OR DAMAGE THERETO.

EXCEPTIONS TO ABOVE LIABILITY FOR MECHANICAL, ELECTRICAL OR OTHER OPERATION OR FUNCTIONING, DELAYS, QUARANTINE, STORAGE-IN-TRANSIT OR CONTENTS OF PIECES OR CONTAINERS.

(B) NO CARRIER OR PARTY IN POSSESSION OF ALL OR ANY OF THE PROPERTY HEREIN DESCRIBED SHALL BE LIABLE FOR ANY LOSS THEREOF OR DAMAGE THERETO OR DELAY CAUSED BY THE ACT OF GOD, THE PUBLIC ENEMY, THE ACTS OF PUBLIC AUTHORITY, QUARANTINE, RIOTS, STRIKES, PERILS OF NA VIGATION, THE ACT OR DEFAULT OF THE SHIPPER OR OWNER, THE NATURE OF THE PROPERTY OR DEFECT OR INHERENT VICE THEREIN, EXCEPT IN CASE OF NEGLIGENCE OF THE CARRIER OR PARTY POSSESSION, NO CARRIER OR PARTY IN POSSESSION OF ALL OR ANY PART OF IT IS PACKED. UNPACKED, OR PACKED AND UNPACKED BY THE SHIPPER OR ITS AGENT. EXCEPT IN CASES OF NEGLIGENCE OF THE CARRIER OR THE PARTY IN POSSESSION, NO CARRIER OR PARTY IN POSSESSION OF ALL OR ANY OF THE PROPERTY HEREIN DESCRIBED SHALL BE LIABLE FOR DAMAGE TO OR LOSS OF CONTENTS OF PIECES OF FURNITURE, CRATES, BUNDLES, CARTONS, BOXES, BARRELS OR OTHER CONTAINERS UNLESS SUCH CONTENTS ARE OPEN FOR THE CARRIERS INSPECTION AND THEN ONLY FOR SUCH ARTICLES AS ARE SPECIFICALLY LISTED BY THE SHIPPER AND RECIEPTED FOR THE CARRIER

(C) EXCEPT IN CASES OF NEGLIGENCE OF THE CARRIER OR PARTY IN POSSESSION, THE CARRIER OR THE PARTY IN POSSESSION OF ANY OF THE PROPERTY HEREIN DESCRIBED SHOULD NOT BE LIABLE FOR DELAY CAUSED BY HIGHWAY OBSTRUCTION, OR FAULTY OR IMPASSIBLE HIGHWAY, OR LACK OF CAPACITY OF ANY HIGHWAY, BRIDGE, OR FERRY, OR CAUSED BY BREAKDOWN OR MECHANICAL DEFECT OF VEHICLES OR EQUIPMENT.

(D) EXCEPT IN CASE OF NEGLIGENCE OF THE CARRIER OR PARTY IN POSSESSION THE CARRIER OR PARTY IN POSSESSION SHALL NOT BE LIABLE FOR THE LOSS, DAMAGE, OR DELAY OCCURING WHILE THE PROPERTY IS STOPPED AND HELD OR STORED IN TRANSIT UPON REQUEST OF THE SHIPPER, OWNER, OR PARTY ENTITLED TO MAKE SUCH REQUEST, WHETHER SUCH REUEST WAS MADE BEFORE OR AFTER THE CARRIER COMES INTO POSSESSION OF THE

(E) IN CASE OF QUARINTINE THE PROPERTY MAY BE DISCHARGED AT THE RISK AND THE EXPENSE OF THE OWNERS INTO QUARINTINE DEPOT OR ELSEWHERE, AS REQUIRED BY QUATINTINE REGULATIONS, OR AUTHORITIES, AND IN SUCH CASE, CARRIERS RESPONSIBILITY SHALL CEASE WHEN THE ELSEWHERE, AS REQUIRED BY QUATINTINE REGULATIONS, OR AUTHORITIES, AND IN SUCH CASE, CARRIERS RESPONSIBILITY SHALL CEASE WHEN THE PROPERTY IS SO DISCHARGED, OR PROPERTY MAY BE RETURNED BY CARRIER AT OWNERS EXPENSE TO SHIPPING POINT EARNING CHARGES BOTH WAYS. QUARINITINE EXPENSES OF WHATEVER NATURE OR KIND UPON OR IN RESPECT TO PROPERTY SHALL BE BORN BY THE OWNERS OF THE PROPERTY OR LEIN THEREON, THE CARRIER SHALL NOT BE LIABLE FOR THE LOSS OR DAMAGE OF ANY KIND OCCASIONED BY QUARINTINE OR THE ENPORCEMENT THEREOF. NO CARRIER SHALL BE LIABLE, EXCEPT IN CASE OF NEGLIGENCE, FOR ANY MISTAKE OR INACCURACY IN ANY INFORMATION FURNISHED BY THE CARRIER, ITS AGENTS, OR OFFICERS, AS TO QUARINTINE LAWS OR REGULATIONS. THE SHIPPER SHALL HOLD THE CARRIERS HARMLESS FROMM ANY EXPENSE THEY MAY INCUR, OR DAMAGES THEY MAY BE REQUIRED TO PAY, BY REASON OF THE INTRODUCTION OF THE PROPERTY COVERED BY THIS CONTRACT INTO ANY PLACE AGAINST THE QUARINTINE LAWS OR REGULATION IN EFFECT AT SUCH PLACE.

#### CLAIMS PROCEDURE AND LIMITATIONS

SEC. 2 (A) NO CARRIER IS BOUND TO TRANSPORT SAID PROPERTY BY ANY PARTICULAR SCHEDULE, VEHICLE, TRAIN OR VESSLE OR OTHERWISE THAN WITH REASONABLE DISPATCH. EVERY CARRIER SHALL HAVE THE RIGHT IS CASE OF PHYSICAL NECESSITY TO FORWARD SAID PROPERTY BY ANY WITH REASONABLE DISPATCH. EVERY CARRIER SHALL HAVE THE RIGHT IS CASE OF PHYSICAL NECESSITY TO FORWARD SAID PROPERTY BY ANY WITH REASONABLE DISPATCH. EVERY CARRIER OR ROUTE BETWEEN THE POINT OF SHIPMENT AND THE POINT OF DESTINATION. IN ALL CASES NOT PROHIBITED BY LAW. WHERE A LOWER VALUE THAN ACTUAL VALUE HAS BEEN REPRESHED IN WRITING BY THE SHIPPER OR HASD BEEN AGREED UPON IN WRITING AS THE RELEASE VALUE OF THE PROPERTY AS DETERMINED BY THE CLASSIFACTION OR TARIFFS UPON WHICH THE RATE IS BASED. SUCH LOWER VALUE SHALL BE MAXIMUM OF THE PROPERTY AS DETERMINED BY THE CLASSIFACTION OR TARIFFS UPON WHICH THE RATE IS BASED. SUCH LOWER VALUE SHALL BE MAXIMUM AMOUNT TO BE REGOVERED, WHETHER OR NOT SUCH LOSS ON DAMAGE COURS FROM NEGLIGIBNICE.

MONITHS AFTER DELIVERY OF THE PROPERTY OR IN CASE OF PORT TRAFFIC WITHIN 9 MONTHS AFTER DELIVERS AT PORT) OR, IN CASE OF PAILURE TO MAKE DELIVERY OF THE PROPERTY OF THE

(E) WHERE NON PERISHABLE PROPERTY WHICH HAS BEEN TRANSPRIED TO DESTINATION HEREUNDER IS REFUSED BY CONSIGNEE OR THE PARTY ENTITLED TO RECEIVE IT UPON TENDER OF DELIVERY, OR SAID CONSIGNEE OR PARTY ENTITLED TO RECEIVE IT FAILS TO RECEIVE IT OR CLAIM 15 DAYS AFTER NOTICE OF ARRIVAL OF THE PROPERTY AT THE DESTINATION SHALL HAVE BEEN DUALLY SENT OR GIVEN, THE CARRIER MAY SELL THE SAME AT PUBLIC AUCTION TO THE HIGHEST BIDDER AT SUCH PLACE AS MAY BE DESIGNATED BY THE CARRIER; PROVIDED, THAT THE CARRIER SHALL HAVE FIRST MAILED, SENT, OR GIVEN TO THE CONSIGNOR NOTICE THAT THE PROPERTY HAS BEEN REFUSED OR REMAINS UNCLAIMED, AS THE CASE MAY BE, AND THAT WILL BE SUBJECT TO SALE UNDER THE TERMS OF BILL OF LADING IF DISPOSTION BE NOT ARRANGED FOR, AND SHALL HAVE PUBLISHED NOTICE CONTAINING DESCRIPTION OF THE PROPERTY. THE NAME OF THE PARTY TO WHOM THE CONSIGNED, AND THE TIME AND PLACE OF SELL, ONCE A WEEK FOR TWO SUCCESSIVE WEEKS, IN A NEWSPAPER OF GENERAL CIRCULATION AT THE PLACE OF SALE OR NEAREST PLACE WHERE SUCH

NEWSPAPER IS PUBLISHED, PROVIDED, THAT 30 DAYS SHALL HAVE ELAPSED BEFORE PUBLICATION OF NOTICE OF SALE AFTER SAID NOTICE THAT THE PROPERTY WAS REFUSED OR REMAINS UNCLAIMED WAS MAILED, SENT, OR GIVEN.

(F) WHERE PARISHABLE PROPERTY WHICH HAS BEEN TRANSPORTED TO DESTINATION IS REFUSED BY CONSIGNEE OR PARTY ENTITLED TO RECEIVE IT, OR CONSIGNEE OR PARTY ENTITLED TO RECEIVE SHALL FAIL TO RECEIVE IT PROMPTLY, THE CARRIER MAY IN ITS DISCRETION, TO PREVENT DETERIORATION OR FURTHER DETERIORATION, TO SELL THE SAME TO THE BEST ADVANTAGE AT PRIVATE OR PUBLIC SALE: PROVIDED, THAT, IF THERE BE TIME FOR SERVICE OR NOTIFICATION TO THE CONSIGNOR OR OWNER OF THE REFUSAL OF THE PROPERTY OR THE FAILURE TO RECEIVE IT AND REQUEST FOR DISPOSTION OF THE PROPERTY, SUCH NOTIFICATION SHALL BE GIVEN IN SUCH MANOR AS THE EXERCISE OF THE DILIGENCE REQUIRES, BEFORE THE PROPERTY IS SOLD.

(G) WHERE THE PROCEDURE PROVIDED FOR IN THE 2 PARAGRAPHS LAST PROCEDING IS NOT POSSIBLE, IT AGREED THAT NOTHING CONTAINED IN SAID PARAGRAPHS SHALL BE CONSTRUED TO ABRIDGE THE RIGHT OF THE CARRIER AT ITS OWN OPTION TO SELL TH EPROPERTY UNDER SUCH

CIRCUMSTANCES AND IN SUCH MANOR AS MAY BE AUTHORIZED BY LAW.

(H) THE PROCEEDS OF ANY SALE MADE UNDER THIS SECTION SHALL BE APPLIED BY THE CARRIER TO THE PAYMENT OF ADVANCES, TARIFF CHARGES, PACKING STORAGE, AND ANY OTHER LAWFUL CHARGES AND THE EXPENSE OF NOTICE, ADVERTISEMENT SALE AND OTHER NECESSARY EXPENSE AND OF CARING FOR THE MAINTAINING THE PROPERTY, IF PROPER CARE OF THE SAME REQUIRES SPECIAL EXPENSE AND SHOULD THERE BE A BALANCE IT SHALL BE PAID TO THE OWNER OF THE PROPERTY SOLD HEREUNDER

(I) WHERE THE CARRIER IS DIRECTED TO LOAD PROPERTY FROM (OR RENDER ANY SERVICES) A PLACE OR PLACES AT WHICH THE CONSIGNOR OR HIS

AGENT IS NOT PRESENT, THE PROPERTY SHALL BE AT RISK OF THE OWNER BEFORE LOADING.

WHERE THE CARRIER IS DIRECTED TO UNLOAD OR DELIVER PROPERTY OR RENDER ANY SERVICES) AT THE PLACE OR PLACES AT WHICH THE CONSIGNEE OR ITS AGENT IS NOT PRESENT. THE PROPERTY AT THE RISK OF THE OWNER AFTER UNLOADING OR DELIVERY)

#### ARTICLES OF EXTRAORDINARY VALUE, DOCUMENTS, SPECIE

SEC. 5. NO CARRIER HEREUNDER WILL CARRY OR BE LIABLE IN ANY WAY FOR ANY DOCUMENTS, SPECIE, OR FOR ANY ARTICLES OF EXTRAORDINARY VALUE NOT SPECIFICALLY RATED IN THE PUBLISHED CLASSIFACATIONS OR TARIFFS UNLESS A SPECIAL AGREEMENT TO DO SO AND STIPULATED VALUE OF THE ARTICLES ARE HEREON

SEC. 6 EXPLOSIVES OR DANGEROUS GOODS WILL NOT BE ACCEPTED FOR SHIPMENT. EVERY PART WHETHER PRINCIPAL OR AGENTS SHIPPING SUCH GOODS SHALL BE LIABLE FOR ANY INDEMNITY THE CARRIER AGAINST ALL LOSS OR DAMAGE CAUSED BY SUCH GOODS AND CARRIER WILL NOT BE LIABLE FOR SAFE DELIVERY OF THE SHIPMENT

# MOVER (CARRIER) WILL NOT RELINQUISH POSSESSIONS UNTIL ALL CHARGES ARE PAID

SEC. 7 THE CONSGINEE SHALL PAY THE ADVANCES, TARIFF CHARGES, PACKING AND STORAGE, IF ANY AND ALL OTHER LAWFUL CHARGES ON SAID PROPERTY; BUT EXCEPT IN THOSE INSTANCES WHERE IT MAY BE LAWFULLY AUTHORIZED TO DO SO, NO CARRIER SHALL DELIVER OR RELINQUISH POSSESSION AT THE DESTINATION OF THE PROPERTY COVERED BY THIS BILL OF LADING UNTIL ALL TARIFF RATES AND CHARGES THEREON HAVE BEEN PAID, THE CONSIGNOR SHALL BE LIABLE FOR THE ADVANCES, TARIFF CHARGES, PACKING CHARGES, STORAGE AND ALL OTHER LAWFUL CHARGES, EXCEPT THAT IF THE CONSIGNOR STIPULATES, BY SIGNATURE IN THE SPACE PROVIDED FOR THAT PURPOSE ON THE FACE OF THIS BILL OF LADING THAT THE CARRIER SHALL NOT MAKE DELIVERY WITHOUT REQUIRING PAYMENT OF SUCH CHARGES AND THE CARRIER CONTRARY TO SUCH STIPULATION SHALL MAKE A DELIVERY WITHOUT REQURING SUCH PAYMENT, THE CONSIGNOR (EXCEPT AS HEREINAFTER PROVIDED) SHALL NOT BE LIABLE FOR SUCH CHARGES: PROVIDED, THAT, WHERE THE CARRIER HAS BEEN INSTRUCTED BY THE SHIPPER OR CONSIGNOR TO DELIVER SAID PROPERTY TO A CONSIGNER OTHER THAN THE SHIPPER OR CONSIGNOR, SUCH CONSIGNEE SHALL NOT BE LEGALLY LIABLE FOR TRANSPORTAION CHARGES IN RESPECT OF THE TRANSPORTATION OF SAID PROPERTY (BEYOND THOSE BUILD AGAINST HIM AT THE TIME OF DELIVERY FOR WHICH HE IS OTHERWISE LIABLE) OF THE TRANSPORTATION OF SAID PROPERTY (BEYOND THOSE BUILD AGAINST HIM AT THE TIME OF DELIVERY FOR WHICH HE IS OTHERWISE LIABLE) WHICH MAY BE FOUND TO BE DUE AFTER THE PROPERTY HAS BEEN DELIVERED TO HIM, IF THE CONSIGNEE (A) IS AN AGENT ONLY AND HAS NOT BUNEFICIAL TITLE IN SUCH PROPERTY AND (B) PRIOR TO DELIVERY OF SAID PROPERTY HAS NOTIFIED THE DELIVERY CARRIER IN WRITING OF THAT FACT OF SUCH AGENCY AND ABSENCE OF BENEFICIAL TITLE, IN THE CASE OF A SHIPMENT RECONSIGNED OR DIVERTED TO A POINT OTHER THAN THAT SPECIFIED IN THE ORIGINAL BILL OF LADING, HAS ALSO NOTIFIED THE DELIVERING CARRIER IN WRITING OF THE NAME AND ADDRESS OF THE BENEFICIAL OWNER OF SAID PROPERTY; AND IN SUCH CASES THE SHIPPER OR CONSIGNOR, OR, IN THE CASE OF A SHIPMENT SO RECOGNIZED OR DIVERTED, THE BENEFICIAL OWNER, SHALL BE LIABLE FOR SUCH ADDITIONAL CHARGES IF THE CONSIGNEE HAS GIVEN TO THE CARRIER ERRONEOUS INFORMATION AS TO WHO THE BENEFICIAL OWNER IS, SUCH CONSGNEE SHALL HIMSELF BE LIABLE FOR SUCH ADDITIONAL CHARGES. NOTHING HEREIN SHALL LIMIT THE RIGHT OF THE CARRIER TO REQUIRE. AT TIME OF SHIPMENT THE PRE PAYMENT OF THE CHARGES IF LIBON INSPECTION IT IS SHALL LIMIT THE RIGHT OF THE CARRIER TO REQUIRE, AT TIME OF SHIPMENT, THE PRE PAYMENT OF THE CHARGES. IF UPON INSPECTION IT IS ASCERTAINED THAT THE ARTICLES SHIPPED ARE NOT THOSE DESCRIBED IN THIS BILL OF LADING, THE ADVANCES OR TARIFF CHARGES MUST BE PAYED UPON THE ARTICLES ACTUALLY SHIPPED.

SEC. 8 IF THIS BILL OF LADING IS ISSUED ON THE ORDER OF THE SHIPPER, OR HIS AGENT IN EXCHANGE OD SUBSTITUTION FOR ANOTHER BILL OF LADING, THE SHIPPER'S SIGNATURE TO THE PRIOR BILL OF LADING AS TO THE STATEMENT OF VALUE OR OTHERWISE, OR ELECTION FOR COMMON LAW OR BILL OF LADING LIABILITY, IN OR IN CONNECTION WITH SUCH PRIOR BILL OF LADING, SHALL BE CONSIDERED A PART OF THIS BILL OF LADING AS

FULLY AS IF THE SAME WERE WRITTEN OR MADE IN OR IN CONNECTION WITH THIS BILL OF LADING.
SEC. 9 ANY ALTERATION, IN ADDITION ERASURE IN THIS BILL OF LADING THAT SHALL BE MADE WITHOUT THE SPECIAL NOTATION HEREON OF THE AGENT OF THE CARRIER ISSUING THIS BILL OF LADING SHALL BE WITHOUT EFFECT, AND THIS BILL OF LADING SHALL BE ENFORCABLE ACCORDING TO ITS ORIGINAL TENOR.

#### ALL CLAIMS, DISPUTES OR CONTROVERSIES ARE SUBJECT TO ARBITRATION

SEC. 10 ANY CONTROVERSY OR CLAIM ARRISING OUT OF RELATING TO THIS CONTRACT THE BREACH THEREOF, OTHER GOODS AFFECTED THEREBY. WHETHER SUCH CLAIMS BE FOUNDED IN TORT OR CONDUCT SHALL BE SETTLED IN ARBITRATION UNDER THE ARBITRATION LAW OF THE CARRIERS STATE AND UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, PROVIDED HOWEVER, THAT UPON ANY SUCH ARBITRATOR OR ARBITRATORS MAY NOT VARY OR MODIFY ANY OF THE FOREGOING PROVISIONS.



# REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO CERTAIN INTRASTATE HOUSEHOLD GOODS MOVES WITHIN THE STATE OF SOUTH CAROLINA

# d/b/a SMOOTH MOVE

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# **Applicability of Tariff**

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by SMOOTH MOVE. These services are furnished between points and places in Charleston, Berkeley, and Dorchester counties.

## SECTION 1

# 1.0 Transportation Charges

All moves and services are subject to an \$85.00 fee for the use of our moving vehicle plus an additional fee of \$0.50 per mile for travel exceeding 25 miles. There is no additional fee for the first 25 miles. Mileage will be calculated when the moving truck leaves our location and the mover's estimate return mileage to our location once the move is complete. SMOOTH MOVE does not charge an hourly rate for travel time spent driving to and from our location.

# 1.1 Hourly Rates and Charges for Moving Services

Time will be billed in 15-minute increments with a minimum total charge of \$250.00 per move. The clock starts at the appropriate hourly rate when the movers arrive at the customer's location and billable time will be incurred until the move is completed. Any interim charge is rounded up to the next 15-minute increment. If customers cancel within 48 hours of their move, SMOOTH MOVE will charge the applicable minimum. Hourly rates are the same, seven days a week, 24 hours a day, in every season of the year. Customers are not charged an additional fee for overtime or weekend labor.

Number of Movers	Hourly Rate
Two Men and a Truck	\$75.00
Three Men and a Truck	\$95.00
Each Additional Man	\$30.00

# 1.2 Hourly Rates and Charges for Other Services

Type of Service	Hourly Rate
Packing and Unpacking (see section 2.5) Junk Removal Delivery Services	\$30.00 per man \$30.00 per man + any disposal costs \$30.00 per man

Time and transportation charges for other services will be billed under the same guidelines set forth for moving services except the minimum charge will not apply.

#### **SECTION 2**

#### 2.0 Extra Charges

The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff, in connection with a move involving additional items:

# 2.1 Bulky Article Charges (per item)

- Floor Model Television (48" or above) \$120
- Gun cabinet \$90
- Steel Gun Cabinet (in excess of 400 lbs.) \$150
- Hot Tubs, Whirlpools \$250
- Riding Lawnmowers-\$100
- Freezers \$75
- Flat Screen Televisions (41" or above) with household goods \$50 \*proper packing required\*
- Golf Carts \$125

#### 2.2 Elevator or Stair Carry

SMOOOTH MOVE does not charge an additional fee for elevator or stair carry, except for the bulky article charges as specified in Section 2.1 above.

# 2.3 Excessive Distance or Long Carry Charges

SMOOTH MOVE does not charge an additional fee for carrying articles an excessive distance from the motor vehicle. Excessive distance moves will be subject to the \$0.50 per mile charge for each mile in excess of 25 miles as set forth in Section 1.0 Transportation Charges.

# 2.4 Pick Up and Delivery

SMOOTH MOVE does not charge an additional fee for making additional pick-ups or deliveries after the initial stop. These stops will be billed at the applicable hourly rate.

# 2.5 Packing and Unpacking

- 2.5.1 SMOOTH MOVE charges \$30.00 per hour per man for packing and unpacking services. We also offer a comprehensive selection of packing boxes that are available for purchase and a detailed price listing of what we have available has been included in Section 4. Note that all moving and packing supplies are subject to sales tax.
- 2.5.2 SMOOTH MOVE is not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. SMOOTH MOVE reserves the right to decline any moves consisting of extremely large or fragile items.

## 2.6 Exclusion for Pianos and Pool Tables

SMOOTH MOVE will not be responsible for moving pianos or slate pool tables.

## 2.7 Waiting Time

The customer is charged the rates specified in Section 1 for all waiting time or delays not at the fault of SMOOTH MOVE.

#### **SECTION 3**

# 3.0 RULES AND REGULATIONS

#### 3.1 Claims

- 3.1.1 All claims for loss, damage or overcharge must be written and should be attached to the Bill of Lading.
- 3.1.2 Claimant must immediately notify carrier of all claims for concealed damage. SMOOTH MOVE must be given reasonable opportunity to inspect damaged items in original packing.
- 3.1.3 Although our movers will be careful with your possessions, from time to time damages may occur. If damages are caused by our service, SMOOTH MOVE reserves the right to repair the damage(s) in question. If we determine that damages can not be repaired, we reserve the right to either replace or compensate (actual cash value) for the damage. If there is damage, notify

SMOOTH MOVE immediately. They will complete a Damage Report before they leave your site. If you discover damage after the move, call the office within 96 hours of your move. No damage claims will be honored until the charges for moving services are paid in full.

#### 3.2 Computing Charges

SMOOTH MOVE rates are computed by multiplying the applicable hourly rate by the time as provided in Section 1.

#### 3.3 Governing Publications

SMOOTH MOVE rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

#### 3.4 Items of Particular Value

SMOOTH MOVE does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. SMOOTH MOVE will not accept responsibility for safe delivery of such articles if they come into SMOOTH MOVE's possession with or without SMOOTH MOVE's knowledge.

#### 3.5 Bill of Lading, Contract Terms, and Conditions

Each customer will be provided with a copy of SMOOTH MOVE's Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

#### 3.6 Delays

SMOOTH MOVE shall not be liable for any damages, delays in transporting household goods resulting from an act of God or fault or neglect of any unforeseen entities.

# 4.0 Packing Materials and Supplies Available for Purchase

PACKING/STORING BOXES Small Medium Large Extra Large	<u>Size</u> 16 x 12 x 12" 18 x 18 x 16" 18 x 18 x 24" 22 x 22 x 22"	(ea) Sell Price 1.31 2.21 2.82 3.60	)
WARDROBE BOXES Medium Large Small (flat) Hanging Bar	24 x 20 x 34" 24 x 20 x 46" 36 x 21 x 10" 24" Bar	12.90 18.72 5,78 2.63	3
DISH/GLASS BOXES Dish Pack Box Glass Pack Kit Glass Pack Kit Dish Pack Kit	18 x 18 x 28" 24 x 12 x 6" 24 x 12 x 12" 26 x 14 x 12"	9.09 7.43 10.43 14.76	3
LAMP BOXES Short Floor Lamp Box Tall Floor Lamp Box Lamp Base Box Table Lamp Box	12 x 12 x 40" 12 x 12 x 48" 15 x 15 x 30" 20 x 20 x 36"	3.75 3.21 3.38 6.05	1 3
FLAT PANEL TV BOXES 23 - 26" TVs 32 - 37" TVs 40 - 46" TVs 50 - 55" TVs 58 - 63" TVs	28 x 6 x 20" 38 x 8 x 26" 46 x 8 x 30" 56 x 8 x 36" 64 x 8 x 40"	5.76 14.09 18.74 24.36 44.72	9 4 5
ART/MIRROR BOXES Small framed art/mirror Large framed artwork X-Large framed art/mirror	28 x 5 1/2 x 38" 36 x 6 x 42" 30 x 3 1/2 x 40"	\$ 4.52 \$ 7.13 \$ 9.02	3

#### **BEFORE**

# THE PUBLIC SERVICE COMMISSION

# OF SOUTH CAROLINA

DOCKET NO.: 2012-399-T

IN RE: Application of	)	
Go Smooth Move, LLC d/b/a	)	
Smooth Move, for a Class E	)	
(Household Goods) Certificate	)	CERTIFICATE OF SERVICE
Of Public Convenience and	)	
Necessity for Operation of a	)	
Motor Vehicle Carrier	)	
	_)	

The undersigned hereby certifies that a true copy of the foregoing Amended Application and attached Exhibits of Go Smooth Move, LLC d/b/a Smooth Move, for a Class E (Household Goods) Certificate of Public Convenience and Necessity for Operation of Motor Vehicle Carrier has been served by electronic mail on this 4<sup>th</sup> day of March, 2013 to the following:

Shannon Bowyer Hudson, Esq., ORS George Parker, ORS

Law Office of Jesse Goode, LLC

DV.

March 4, 2013 Charleston, South Carolina